

STATEWIDE CLASSROOM FURNITURE CONTRACT  
SPECIAL TERMS AND CONDITIONS

1. This is a discount off catalog list price contract for the purchase of classroom furniture, which allows for volume purchase discounts by tiers as well as three (3) methods of delivery in accordance with the attached contract.
2. There are three (3) primary furniture categories for the purpose of applying the established discounts. All furniture items listed in the approved catalog(s) are eligible for purchase under this contract and will fall into one of these categories for discounting purposes.
  - A. Category A: Classroom Seating
  - B. Category B: Classroom Tables, Computer Tables, Student Desks, Teacher Desks, and Teacher Chairs
  - C. Category C: Cafeteria Tables

Agencies will not be allowed to combine categories to establish a volume discount. The volume discount shall be applied individually per category.

3. The catalogs and associated list prices approved under this contract include:
  - A. **Contract No. 405735: Virco, Inc.** – Virco Furniture Solutions; and Virco Equipment for Educators Catalogs dated 2004 & Virco Furniture Solutions and Equipment for Educators Price List dated 04/01/04 (excluding items on pages 1, 13, 17-18, 22 (scales), and 23-26)
  - B. **Contract No. 405736: Rowley Hansel-Petetin** – Artco Bell Catalog and Price List dated 04/01/04; Midwest Mobile Cafeteria Table and Price List dated 01/01/04; and Midwest Institutional Products and Price List dated 01/01/04.
  - C. **Contract No. 405737: Louisiana School Equipment Company** - Royal Seating Catalog dated 01/01/04; Smith Systems Catalog No. 11BC02 dated 2002 and Sico Mobile Tables & Seating Systems dated 11/15/03.
  - D. Any terms and conditions contained in the contractor's catalog contrary to those of the State of Louisiana are nullified. This contract shall contain all terms and conditions with respect to the commodities herein.

- E. The catalog, list prices, and discounts shall remain in effect the entire twelve (12) month initial period of the contract and for any subsequent renewals.
- 4. **Contractual Period:** The effective date of the contract is May 1, 2004. At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same catalog list prices, quoted discounts, terms, and conditions. Contract not to exceed thirty six (36) months.
- 5. **Delivery Requirements:**
  - A. Standard delivery shall be tailgate, (delivery to agency's dock) within forty-five (45) days after receipt of order. All shipments shall be f.o.b. destination (from contractor's to customer's location).
  - B. Louisiana School Equipment has available a quick ship program at no additional charge for Royal Seating.
- 6. **Minimum Order:** The minimum amount for any single order shall be \$500.00. On orders for less than the minimum, the delivery charge will be prepaid by the vendor and added to the invoice. The vendor must include proof of actual shipping charges with the invoice.
- 7. **Back Orders:** The contractor shall notify the agency within 48 hours of receipt of the order of any item that cannot be filled within the specified delivery period. The balance of the order is not to be held due to the back order item(s).
- 8. **Substitutions/Discontinued Items:** Only the brands and product numbers listed in the catalog submitted with the bid are approved for delivery under this contract. Any substitutions must receive prior written approval from the Director of State Purchasing or designee. The contractor shall notify the Office of State Purchasing of any item in the approved catalog that is discontinued by a manufacturer. This notification must be substantiated by written notice from the applicable manufacturer. Any request for a replacement item of comparable value and quality shall be sent to the Office of State Purchasing for review/approval.

9. The Office of State Purchasing is the sole authority in any changes, modifications, amendments, alterations, clarifications, prices, specifications, terms, and conditions of the contract.
10. The contractor shall not charge any sales taxes to tax exempt State customers.
11. Contractor shall have a toll free telephone number and a fax number for associated activities under this contract.
12. **Non-Exclusivity:** This contract is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
13. **Warranty:** Any manufacturer's warranties or guarantees normally offered on items covered under this contract shall be applicable.
14. **Insurance:** Compensation insurance, Public Liability, and Property Damage insurance are required on this contract.
15. **Vendor's Forms:** The purchase/release order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.
16. **Price Reductions:** Whenever there is a reduction in price, which is lower than the contract price, offered to similar situated customers, contracting for the same period and under the same terms and conditions, said reductions must be presented to the Director of State Purchasing. No price reductions on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.
17. **Invoices:** Invoices will be submitted by the contractor to the using agency and the invoice shall refer to the delivery ticket number, delivery date, purchase/release order number, quantity, unit price and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice forms.
18. **Payment:** Payment will be made on the basis of unit price as listed in the contract; such price and payment will constitute full compensation of furnishing and delivering the contract commodities. In no case will the State

agency refuse to make partial payments to the contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be made to the vendor and address as shown on the order.

19. **Vendor list:** The bidder who signs the bid will be designated as the prime contractor on any contract resulting from this solicitation. If additional distributor vendors are authorized to receive orders for items contained in said contract, the bidder must submit with the bid, a list of those additional authorized distributors, including the complete business address. The prime contractor will be responsible for the actions of any distributor vendors listed.
20. **Contract Revisions:** Request for revisions to this contract must be addressed to the Director of State Purchasing and shall refer the contract item number with justification of the request. Distributor vendor changes, price reductions and justifiable item deletions may be considered during the contract period. New item additions will be considered only on the anniversary date of the contract. Exceptions to this will be allowed only when State Purchasing has determined additions will be of substantial benefit to the state and will justify the time, effort and cost required to make such additions.
21. **Orders:** All State Agencies are to issue contract release orders for the items required, as and when needed. Political Subdivisions of the State and Quasi Agencies who have been authorized to purchase from State Contracts made by the Office of State Purchasing, are to issue their regular purchase orders directly to the supplier, making reference to the contract and item number.
22. **Inspection:** The purchasing agency reserves the right to inspect and test the delivered merchandise for compliance with the bid specifications. If the merchandise fails to meet the specifications, the cost of the test and inspection will be paid by the contractor. If the merchandise is in compliance, cost of all tests will be paid by the using agency.